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TENDER NO. CS-KP-002-16

TENDER CHECKLIST

This checklist is provided for the bidder's convenience to assist in ensuring that you are submitting a complete tender.

CLOSING DATE:

Tuesday, June 21, 2016

2:00 pm local time

175 Ingram Street, Duncan BC V9L 1N8

TENDER:

TENDER SUMMARY:	Name of Tenderer	<input type="checkbox"/>
	Address and Telephone Number	<input type="checkbox"/>
	TOTAL TENDER PRICE	<input type="checkbox"/>
	Addenda Acknowledged	<input type="checkbox"/>
FORM OF TENDER:	Signed	<input type="checkbox"/>
APPENDIX A	List of Bid Documents	<input type="checkbox"/>



TENDER NO. CS-KP-002-16

Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two

INVITATION TO TENDER

TENDER

The Owner, the Cowichan Valley Regional District (CVRD), offers to receive Tenders for the **Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two**. Tenders must be sealed, signed and clearly marked CS-KP-002-16 **Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two** and will be received by Joe Barry, Corporate Secretary, Cowichan Valley Regional District, 175 Ingram Street, Duncan, BC, V9L 1N8, until **2:00 pm**, Tuesday, **June 21, 2016**, by hand, mail or delivery, up to the time and date stated on the summary sheet. Tenders shall be opened at a public tender opening, held at 175 Ingram Street, immediately following the stated closing time.

Tenders or amendments submitted by facsimile or email will not be accepted. The lowest or any tender may not necessarily be accepted. Incomplete tenders will be considered noncompliant and returned to the tenderer. Tenders submitted after the stated close date and time will be returned unopened to the tenderer. Amendments to the submitted tender will be permitted, if received in writing prior to tender closing, and if endorsed by the same party or parties who signed and sealed the original tender submission.

SCOPE

The intent of this tender is to obtain an offer to complete all the work for a Stipulated Price Contract, in accordance with the Contract Documents. The works will include the following:

- 1) Arena East upper mezzanine, main staircase and skybox, approximately 1400 sq ft. See attached sketch. Include Black Rubber Cove Base to match existing in the facility. Remove and dispose of existing flooring material and provide proof of disposal in an environmental fashion such as recycling.
Specification – Mondo Sport Impact 10mm colour 073 Dark Blue to match main areas of facility.

- 2) In arena, upper dressing rooms 5 and 6, coaches' room, flex room and figure skating storage, approximately 1500 sq ft, small area at ice level North East end, approximately 150 sq ft. See attached sketch. Remove and dispose of existing flooring material and provide proof of disposal in an environmental fashion such as recycling.
Specification – Stamina Mat 4X6 sheets 20% colour to match existing material in lower dressing rooms.

Optional Additional Work

- A) In arena, skate shop, approximately 220 sq ft. See attached sketch. Remove and dispose of existing flooring material and provide proof of disposal in an environmental fashion such as recycling.
Specification – Mondo Sport Impact 10mm colour is 073 Dark Blue to match main areas of facility.

For above items 1, 2 and A, the work must take place and be completed between July 18 and July 31, 2016. The exact timing of the install will need to be coordinated with CVRD staff so to not affect programming needs.

B) Supply only stock material, approximately 20 sheets.

Specification – Stamina Mat 4X6 sheets 20% colour to match existing material in lower dressing rooms.

The project is located at the Kerry Park Recreation Centre, 1035 Shawnigan Mill Bay Road, Mill Bay.

The work must take place and be completed between **July 18 and July 31, 2016.**

INQUIRIES

Tender inquiries may be directed to Tony Liddle, South Cowichan Facility Coordinator, via email to tliddle@cvrld.bc.ca.

CONTRACT DOCUMENTS

Contract Documents may be obtained from the CVRD's website at www.cvrld.bc.ca. The successful bidder will be expected to enter into a Stipulated Price Contract.

SITE VISIT

A non-mandatory site visit will be held at 10:30 am, June 13, 2016, at the Kerry Park Recreation Centre, 1035 Shawnigan Mill Bay Road, Mill Bay. Please meet at the temporary entrance located on the East side of facility.

INSTRUCTIONS TO TENDERERS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two
CONTRACT NO.: TENDER CS-KP-002-16

1.0 Introduction

The intent of this tender is to obtain an offer to complete all the work for a Stipulated Price Contract, in accordance with the Contract Documents. The works will include the following:

- 1) Arena East upper mezzanine, main staircase and skybox, approximately 1400 sq ft. See attached sketch. Include Black Rubber Cove Base to match existing in the facility. Remove and dispose of existing flooring material and provide proof of disposal in an environmental fashion such as recycling.

Specification – Mondo Sport Impact 10mm colour 073 Dark Blue to match main areas of facility.

- 2) In arena upper dressing rooms 5 and 6, coaches' room, flex room and figure skating storage, approximately 1500 sq ft, small area at ice level North East end, approximately 150 sq ft. See attached sketch. Remove and dispose of existing flooring material and provide proof of disposal in an environmental fashion such as recycling.

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Optional Additional Work

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For above items 1, 2 and A, the work must take place and be completed between July 18 and July 31, 2016. The exact timing of the install will need to be coordinated with CVRD staff so to not affected programming needs.

- B) Supply only stock material, approximately 20 sheets.

Specification – Stamina Mat 4X6 sheets 20% colour to match existing material in lower dressing rooms.

The project is located at the Kerry Park Recreation Centre, 1035 Shawnigan Mill Bay Road, Mill Bay.

The work must take place and be completed between **July 18 and July 31, 2016.**

2.0 Inquiries

Direct all inquiries regarding the *Contract* to:

Cowichan Valley Regional District

Kerry Park Recreation Centre

PO Box 7

1035 Shawnigan Mill Bay Road

Mill Bay BC V0R 2P0

Attention: *Tony Liddle*
Phone: *250-743-5922*
Email: *tliddle@cvrld.bc.ca*

3.0 Tender Documents

3.1 The tender documents, which a tenderer should review to prepare a tender, consist of all of the *Contract Documents* listed in the Form of Tender - Appendix A, entitled "List of Tender Documents".

3.2 Portions of the *Contract Documents* are included by reference. Copies of these documents have not been included with the tender package. These documents are the:

CCDC-2: Stipulated Price Contract:

- .1 Definitions
- .2 General Conditions

They are those contained in the publication entitled "Standard Construction Document CCDC-(2008) – Stipulated Price Contract", and

3.3 Any additional information made available to tenderers prior to the Tender.

4.0 Addenda

4.1 Questions arising during the bidding period shall be in writing and directed to:
Cowichan Valley Regional District
Attention: Tony Liddle
Email: *tliddle@cvrld.bc.ca*
Phone: *250-743-5922*

A summary of the questions and any changes in the *Work* will be included in an ADDENDUM, a written communication issued by the Owner. All ADDENDA shall be acknowledged by the Tenderer in the Tender Summary and the Tender Checklist.

4.2 ADDENDA will not be issued later than three (3) calendar days before the Tender closing date.

4.3 Tenderers shall not be entitled to make any claim for compensation for any costs or damages for the execution of this tender.

5.0 Submission of Tenders

5.1 Tenders must be submitted in a sealed envelope, marked on the outside with the above *Contract* Title and No., and must be received by the office of:

Joe Barry, Corporate Secretary

on or before:

Tender Closing Time: **2:00 pm** local time
Tender Closing Date: **Tuesday, June 21, 2016**

at:

*Cowichan Valley Regional District
175 Ingram Street
Duncan BC V9L 1N8*

5.2 Late tenders will not be accepted or considered, and will be returned unopened within 15 Days of receipt of the written Notice of Award delivered to the Owner:

6.0 Award

6.1 After acceptance by the CVRD, a written acceptance will be issued to the successful Bidder;

6.2 Tenders received after the tender close date and time will be rejected and returned unopened;

6.3 The successful tenderer and the Owner will enter into a Stipulated Price Contract by the execution of the Form of Agreement in the forms included in the tender documents.

6.4 The Owner has the right to accept the tender which it deems most advantageous to the CVRD and the right to reject any or all tenders. The owner's liability, in the aggregate, for any breach or breaches of any Contract formed upon by the submission of the tender will be limited to Five Thousand Dollars (\$5,000) or a reasonable cost of preparation of the Tender.

7.0 Sales Tax and Other

Any contract awarded as a result of the Tender will be subject to GST. GST is therefore to be shown separately on all invoices and will not be shown in the Tender Submission. All other taxes are to be included in the Stipulated Price.

8.0 WORKSAFEBC, Declaration and Liability Insurance

8.1 The tenderer must be registered with WorkSafeBC. Execution of this tender form shall constitute a warranty that the tenderer's assessment is not in arrears.

8.2 The Contractor will be considered by the Owner as the Prime Contractor on this project and shall be required to submit all Work Safe BC assurance and approvals for the duration of the work. The Contractor is to submit a "Notice of Project" to WorkSafeBC.

8.3 After acceptance by the CVRD, the successful contractor will submit copies of current liability insurance "with the CVRD as additional named insured" and standing with WorkSafeBC.

8.4 Prior to release of final payment, the Contractor shall provide a Statutory Declaration that all employees, subcontractors, and suppliers used in conjunction with the work have been fully paid and satisfied by the contractor, and witnessed by a Notary Public or a Commissioner for taking Affidavits and submitted to the CVRD.

FORM OF TENDER

(TO BE USED ONLY WITH THE DEFINITIONS AND GENERAL CONDITIONS OF THE “STANDARD CONSTRUCTION DOCUMENT CCDC-2 (2008) – STIPULATED PRICE CONTRACT”.)

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two
CONTRACT NO.: TENDER CS-KP-002-16

1.0 WE, THE UNDERSIGNED:

1.1 have received and carefully reviewed all of the Contract Documents, including the Instructions to Tenderers, the specified edition and sections of the “Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract”, and the following Addenda:

(ADDENDA, IF ANY)

1.2 have full knowledge of the Place of the *Work*, and the *Work* required; and

1.3 have complied with the Instructions to Tenderers; and

2.0 ACCORDINGLY WE HEREBY OFFER:

2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents; and

2.2 to achieve Substantial Performance of the *Work* on or before; and
(WORK DURATION OR DATE)

2.3 to do the *Work* for the stipulated price of _____ Dollars (\$_____) in Canadian funds, and excludes GST.

3.0 WE CONFIRM:

That the following appendices are attached to and form a part of this tender:
Appendix A – List of Tender Documents

4.0 WE AGREE:

That this tender will be irrevocable and open for acceptance by the Owner for a period of 60 calendar days from the day following the Tender Closing Date and Time, even if the tender of another tenderer is accepted by the Owner. If within this period the Owner delivers a written notice (“Notice of Award”) by which the Owner accepts our tender we will: Within 15 Days of receipt of the written Notice of Award, deliver to the Owner:

4.1 omit section 4.1

4.2 a detailed Construction Schedule in MS Project format; and

4.3 commence the *Work* within 1 Month of receipt of written “Notice to Proceed”, or such longer time as may be otherwise specified in the Notice to Proceed; and

4.4 a “clearance letter” indicating that the tenderer is in WCB compliance; and

4.5 a copy of the insurance policies as specified in GC 11.1 indicating that all such insurance coverage is in place and;

4.6 sign the *Contract Documents*.

5.0 WE AGREE:

That, if we receive written Notice of Award of this *Contract* and, contrary to paragraph 4 of this Form of Tender, we:

5.1 fail or refuse to deliver the documents as specified by paragraph 4.1 of this Form of Tender; or

5.2 fail or refuse to commence the *Work* as required by the Notice to Proceed,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party.

6.0 OUR ADDRESS IS AS FOLLOWS:

Phone: _____

Attention: _____

This Tender is executed this _____ day of _____, 20__.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

APPENDIX A – LIST OF TENDER DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: Kerry Park Recreation Centre – Sports Flooring Replacement Phase Two
CONTRACT NO.: TENDER CS-KP-002-16

The following is the list or description of the Tender Documents referred to in the Tender for the above named *Project*:

NOTE: The documents noted with “**” are included with the tender documents by reference and are contained in the “Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract

- 1 Instructions To Tenderers;
- 2 Form of Tender, including Appendix A;
- 3 Form of Agreement, including all Schedules;
- 4 Definitions**;
- 5 Supplementary General Conditions;
- 6 General Conditions**;
- 7 Specifications;
- 8 Design Drawings/Documents listed in Schedule 2 to the Agreement;
- 9 Addenda.

FORM OF AGREEMENT

(TO BE USED ONLY WITH THE DEFINITIONS AND GENERAL CONDITIONS OF THE “STANDARD CONSTRUCTION DOCUMENT CCDC-2 (2008) – STIPULATED PRICE CONTRACT”.)

THIS AGREEMENT made in duplicate this _____ day of _____, 2016.

OWNER: **Cowichan Valley Regional District**
CONTRACT TITLE: **Kerry Park Recreation Centre – Sports Flooring Replacement Phase Two**
CONTRACT NO.: **TENDER CS-KP-002-16**

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street, Duncan, in the
Province of British Columbia

(the “Owner”)

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the “Contractor”)

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK - START/COMPLETION DATES

- 1.1 The Contractor will perform all Work and provide all labour, equipment and material and do all things strictly as required by the Contract Documents. The works contained under this contract include construction, per the Contract drawings.
- 1.2 The Contractor will commence the Work in accordance with the Notice to Proceed. The Contractor will proceed with the Work diligently, will perform the Work generally in accordance with the construction schedules as required by the Contract Documents and will achieve Substantial Performance of the Work on or before **July 31, 2016** subject to the provisions of the Contract Documents for adjustments to the Contract Time.
- 1.3 Time shall be of the essence of the Contract. See SUPPLEMENTARY GENERAL CONDITIONS and SPECIFICATIONS for additional conditions.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

The Contract supersedes all prior negotiations, representations or agreements, whether written or oral, and the Contract may be amended only in strict accordance with the provisions of the Contract Documents.

ARTICLE A-3 CONTRACT DOCUMENTS

The “Contract Documents” consist of the documents listed or referred to in Schedule 1, entitled “Schedule of Contract Documents”, which is attached and forms a part of this Agreement, and includes any and all

additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire Contract between the Owner and the Contractor.

ARTICLE A-4 CONTRACT PRICE

4.1 The price for the Work ("Contract Price") in Canadian dollars, excluding GST is:

_____ and _____ cents \$ _____

4.2 The Contract price is subject to any adjustments, including any payments owing on account of Changes and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.

4.3 The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work.

ARTICLE A-5 PAYMENT

5.1 Subject to applicable legislation and the provisions of the Contract Documents, the Owner shall make payments to the Contractor.

5.2 If the Owner fails to make payments to the Contractor as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

5.3 Subject to the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages, the Owner shall in Canadian funds:

5.3.1 make progress payments to the Contractor on account of the Contract Price when due in the amount certified by the Consultant together with GST,

5.3.2 upon Substantial Performance of the Work, pay to the Contractor the unpaid balance of the holdback amount when due together with GST, and

5.3.3 upon the issuance of the final certificate for payment, pay to the Contractor the unpaid balance of the Contract Price when due together with GST.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications among the Owner, the Contract Administrator, and the Contractor, including all written notices required by the Contract Documents, may be delivered by hand, by email, or by pre-paid registered mail to the addresses as set out below:

The Owner:

*Cowichan Valley Regional District
175 Ingram Street
Duncan BC V9L 1N8*

Represented by: Tony Liddle

Email: tliddle@cvrld.bc.ca

Attention: Tony Liddle
South Cowichan Facility Coordinator

The Contractor:

Email: _____

Attention: _____

The Consultant (Contract Administrator):

*Cowichan Valley Regional District
175 Ingram Street
Duncan BC V9L 1N8*

Email: tliddle@cvrd.bc.ca

Attention: Tony Liddle
South Cowichan Facility Coordinator

6.1 A communication or notice that is addressed as above shall be considered to have been received:

6.1.1 immediately upon delivery, if delivered by hand; or

6.1.2 immediately upon transmission if sent and received by email; or

6.1.3 after 5 days from date of posting if sent by registered mail.

6.2 The Owner or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the Owner will give or cause to be given written notice to the Contractor.

6.3 The sender of a notice by email assumes all risk that the email will be received properly.

ARTICLE A-7 RIGHTS AND REMEDIES

7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

7.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator, or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

ARTICLE A-8 GENERAL

- 8.1** The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties, and subject to the law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.
- 8.2** This Contract shall be construed according to the laws of British Columbia.
- 8.3** The Contractor shall not, without the express written consent of the Owner, assign this Contract, or any portion of this Contract.
- 8.4** The headings included in the Contract Documents are for convenience only and do not form part of this Contract and will not be used to interpret, define, or limit the scope or intent of this Contract or any of the provisions of the Contract Documents.
- 8.5** A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 8.6** This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

Contractor: _____)

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY) _____)

Seal

(AUTHORIZED SIGNATORY) _____)

Witness to above signature: _____)

Name: _____)

Occupation: _____)

Address: _____)

Owner: _____)

The Corporate Seal of the
COWICHAN VALLEY REGIONAL DISTRICT
was hereunto affixed in the presence of: _____)

Jon LeFebure, Chair)

Seal

Joe Barry, Corporate Secretary)

SCHEDULE 1 - CONTRACT DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: Kerry Park Recreation Centre – Sport Flooring Replacement Phase Two
CONTRACT NO.: TENDER CS-KP-002-16

The following is the list or description of the Contract Documents referred to in the Contract for the above named *Project*.

NOTE: The documents noted with “**” are included with the contract documents by reference and are contained in the “Standard Construction Document CCDC-2 (2008) – Stipulated Price Contract”

- 10 Instructions To Tenderers;
- 11 Form of Tender, including Appendix A;
- 12 Form of Agreement, including all Schedules;
- 13 Definitions**;
- 14 Supplementary General Conditions;
- 15 General Conditions**;
- 16 Specifications;
- 17 Design Drawings/Documents listed in Schedule 2 to the Agreement;
- 18 The following Addenda:

Addendum No.	Date

SCHEDULE 2 - LIST OF CONTRACT DRAWINGS/DOCUMENTS

OWNER: Cowichan Valley Regional District
CONTRACT TITLE: Kerry Park Recreation Centre – Sports Flooring Replacement Phase Two
CONTRACT NO.: TENDER CS-KP-002-16

List of Contract Drawings and Figures

TITLE	DRAWING NO.	DATE	REV NO.
Kerry Park Recreation Centre Floor Plan	1	May 18, 2016	-
			-
			-
			-
			-
			-
			-
			-

